

ASSURED SHORTHOLD TENANCY AGREEMENT

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. Any tenancy deposit under this tenancy, shall be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004

Initials _____

The Landlord

Date: xxxxxxxxxxxxxx

Name:

Mr and Mrs P Hayward
c/o J Aland Lettings 77 Lower Bristol Road, Bath, BA2 3BG

The Tenants**Name(s): XXXXXXXXXXXXXXXX**

(The term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement and Terms and conditions and their obligations shall be joint and several).

The Property: 29 Burnt House Road, Odd Down, Bath**Together with the fixtures and fittings and also the items set out in the inventory (if applicable).****The Term**

For a fixed term commencing by appointment after midday on the 1st August 2019 expiring at 10am on the 30th June 2020

The Rent

At a rent of £950.00 per calendar month payable monthly in advance by standing order. Rents must be cleared in our account by the last working day of the month this excludes weekends and public holidays, the first payment is due by 31/07/2019 If there is not a suitable UK guarantor the full rent for the fixed term of the tenancy will be payable in advance 2 full calendar months prior to the start date of the tenancy.

Method of Payment

By standing order as one monthly sum of £950.00, or if payment of rent in full for the fixed term by bank transfer, payable to J Aland Lettings sort code 20 05 06 account 90954608 your ref your surname followed by 29BHR (no spaces)

The Deposit

The deposit shall be £950.00 (or the equivalent of one month's rent if this figure is higher).

Details of Agent

J Aland Lettings. 77 Lower Bristol Road, Bath, BA2 3BG Telephone 01225 311911 .

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Terms and Conditions

1 General

- 1.1 In this Agreement any reference to the masculine includes the feminine.
- 1.2 This Agreement is for an Assured Shorthold Tenancy.

2 Right to rent

- 2.1 The tenants will obtain and allow to be copied and filed a valid identity document and UK immigration status demonstrating the Right to rent in the United Kingdom and permitting the tenant to occupy the property legally for the duration of the tenancy including any periodic extension.

3

Data protection

- 3.1 The Tenants permit the agent and the Landlord to pass relevant information in relation to the tenants, including but not limited to, the tenants or guarantors address, contact details, occupation to any appointed managing agent or to a third party requiring it for the provision of maintenance, future references, financial checks or law enforcement and to retain that information on databases as necessary, subject to the Data Protection act 1998

4 The Property

- 4.1 The Property is the Property specified above, and where applicable, together with any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the inventory (if any).

5 Rent

- 5.1 The Tenant shall pay the rent by the method and at the times specified above.

6 The Deposit

6.1 The Deposit will be protected by My Deposits in accordance with their terms and conditions. The terms and conditions and ADR rules governing the protection of the deposit including the repayment process can be found at www.mydeposits.co.uk

6.2 The deposit will act as security against breach by the tenant of any part of this agreement at any time including compensation for cleaning, damage to the premises its fixtures and fittings or for missing items for which the tenant may be liable subject to an appointment or allowance for fair wear and tear.

6.3 The deposit shall not be treated as rent by the tenant and rent is required to be paid in full to the end of the tenancy.

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6.4 Subject to the My Deposits scheme rules, we will endeavour to return the deposit, less any deductions, within 30 days once the following have been completed. We will return the balance of the deposit less any deductions made for cleaning, damage or missing items. This will be returned via cheque to the named tenant, unless requested otherwise in advance. This will be the case where we have been provided with a forwarding postal address otherwise the cheque will be held at J Aland Lettings office ready for collection.

6.4.1 Possession of the property has been returned to the landlord

6.4.2 All keys have been returned to the landlord

6.4.3 If the landlord sells his property subject to this tenancy the rules governing changes of landlords with my deposits must be complied with. On compliance of these rules the landlord shall be released from all claims and liabilities in respect of the deposit or any part it.

6.4.4 Where more than one person comprises the tenant the group must nominate a lead tenant to act on joint tenants' behalf in respect of this. My Deposits will consider the agreement of the lead tenant as agreement by all the joint tenants.

7 Forfeiture and Interest on Payments in Arrears

7.1 Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 14 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, or if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.

7.2 Where the rent or any other sum due by the Tenant under this Agreement is in arrears for 14 days or more, whether legally demanded or not, the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at the rate of 3% above the prevailing base rate of the Bank of England for each day that payment has been outstanding

8 Insurance

8.1 Tenants should be aware that the Landlord's property insurance does not cover tenants' possessions. We would strongly advise Tenants to individually insure their own belongings.

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8.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property and shall make good to the Landlord any loss or extra expense arising from a breach of this clause.

9 Quiet Possession

9.1 The Landlord agrees, subject to the Terms and Conditions of this Agreement, not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

10 Communal Areas

10.1 The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.

10.2 The Tenant shall take reasonable care to ensure at all times that all common parts of the Property are kept clear of hazards and obstructions.

10.3 The Tenant shall not store bikes in the communal areas or inside the property.

11 Use and Condition of Property

11.1 The Tenant shall use the Property for residential purposes for occupation by the Tenant only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes. If the Tenant wishes a guest to stay at the property for more than two consecutive nights or on a regular basis at weekends or during the week then this must be agreed in writing beforehand with the landlord.

11.2 The Tenant shall keep the Landlord's furniture, fixtures, fittings and effects in the Property in at least as good repair and condition as they were at the start of the tenancy and shall make good all damage and undue wear and replace with similar articles of equal value all articles which are destroyed or lost or damaged or unduly worn and incapable of reinstatement. The Tenant shall not remove any of the said furniture, fixtures, fittings and effects from the Property nor from the rooms in which they are in or move the position of items.

11.3 The Tenant shall replace all broken glass, electric light bulbs, fuses and lost or damaged keys as and when necessary and at the end of the tenancy prior to the checkout appointment. Taking care to renew dysfunctional light bulbs and replacing with low energy fittings.

11.5 The Tenant shall take care to ensure no actionable health and safety hazards are created within the property, whether by actions or inaction

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by the tenants, guests or visitors. Tenants recognise and accept that historic stone slabs, paving and / or decking present can become slippery when wet and will ensure that all due care is exercised and will not make any claim for loss damage or injury as a result

- 11.6 The Tenant shall not use any form of heating other than the heating provided by the landlord.
- 11.7 The Tenant agrees at all times to comply with any necessary requirements that may be applied to a property as a House in Multiple Occupation and any licence which may be in place or applied for.
- 11.8 The Tenant agrees to reset electrical circuit breakers when tripped, remove fluff and other items from filters of washers and dryers to prevent potential flood and fire damage. To test monthly all Carbon Monoxide alarms, smoke alarms and heat detectors fitted in the premises and not cause false alarms.
- 11.9 The tenants are not permitted access or to use any loft space which is accessible only through a ceiling hatch for any purpose whatsoever.
- 11.10 The Tenant shall be liable for payments by reason of anything arising from a breach of tenant's obligations under this agreement.

12 Assignment

- 12.1 The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord. For the avoidance of doubt any temporary or holiday letting such as Airbnb is strictly not permitted.

13 Nuisance

- a. The Tenant shall not (nor allow others/guests) to cause nuisance, damage, disturbance, injury, inconvenience or annoyance to the Landlord, the Landlords employees Agents or Contractors, other tenants or any neighbours or to any of their property. The Tenant shall be responsible for their guests at all times, especially when arriving or leaving the property.

14 Damages

- a. The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property. The Tenant is fully responsible for their guests at all times.

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15 Alterations to Property

- a. The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including the erection of a television aerial, external and/or internal decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings without the Landlord's written consent, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises.

15.1 The tenant shall not glue, stick (particularly with blue/white tac), nail, screw or otherwise fix anything whatsoever to the interior or exterior of the Property or its contents without the Landlord's written consent. The tenant shall not use candles, incense sticks or fairy lights.

16 Locks and doors

- a. The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord. The landlord is permitted to recover costs associated with repairing any damage to the doors, frames or walls caused by this. Overdoor hooks are not permitted

17 Children and Pets

- a. Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow children or pets of any kind on the premises. Any permission which is given may be cancelled by the Landlord.

18 Cleaning and Maintenance

- a. The Tenant shall keep the interior of the premises clean, tidy, in good repair and condition and in good decorative order, subject to the Landlord providing and maintaining a vacuum cleaner and other appropriate implements for this purpose. The tenant shall be responsible for ensuring the property is returned in the same condition as the start of the tenancy. The property should be cleaned to a professional standard. If the property is not left in the same condition the landlord is permitted to recover costs associated with returning the property to its original condition.
- b. The Tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable).

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- c. The Tenant is responsible for keeping the property well ventilated and free from condensation. The tenant agrees to use all extractor fans provided and will not disable their operation. The extractor fans are in place to prevent mould growth from condensation. In the event that mould or spore growth appears the tenant agrees to promptly clean off and keep removed, all such mould or spore growth using special cleaner designed for such use and prevent damage to the property, or its fixtures and fittings, especially but not only on and around doors, windows and adjacent walls. The tenant understands that it is within the control of the tenants and not the landlord to manage heating, ventilation and condensation effectively and to ensure that the consequences do not become a hazard or danger to health or property. The landlord is permitted to recover any associated costs due to damage to decor, sealants or other items listed in the inventory and any other consequential remedial works as a result of failing to comply with this.
- d. The Tenant is responsible for the keeping clean of any carpets, curtains, furnishings or other items listed in the inventory (if any).
- e. The Tenant is responsible for the cleaning of the insides of all windows.
- f. The Tenant shall ensure that all rubbish is deposited in sealed bin liners and removed from the Property daily ready for collection by the appropriate party. The tenant notes that the landlord is permitted the recover associated costs for removal of any rubbish due to tenant's failure to adhere to rubbish and waste management
- g. The Tenant shall keep in good repair and condition the exterior of the front door to the Property.

19 Garden

- a. The Tenant is responsible for keeping such areas neat and tidy and properly cultivated and free from rubbish and weeds (where applicable).

20 Repairing Damage

- a. The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and it is understood that the landlord can recover costs incurred by the Landlord carrying out such works in default.

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21 Reporting Disrepair

- a. The Tenant shall report immediately to the Landlord using the fault reporting system provided to the tenants at the start of the tenancy any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or
- b. electrical appliances.

22 Utilities

22.1 The tenant is responsible for the payment of all bills generated for the supply and consumption of any services such as Gas, Electricity, telephone, water etc. The Tenant shall not do anything that may cause the disconnection of any of these supplies. The Tenant agrees not to change any utility supplier without notifying J Aland Lettings office.

22.2 If your property comes with free broadband internet access supplied, please note that this service does not form any part of the rent and that it is supplied free of charge. This is a basic entry level service suitable for email and web browsing and not suitable for heavy usage such as streaming, HD usage, Skype and other high data consuming activities. Compensation will not be considered if the broadband internet is not working or not operating on a high enough bandwidth.

23 Television Licensing

23.1 The Tenant shall be responsible for obtaining and for payment of a television license, where applicable. Please note that this applies equally if the landlord supplies a television or does not and also if a television has been left at the property by the former tenants.

24 Council Tax

- a. The Tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made) to pay Council Tax (or any similar tax or levy) where applicable Hereunder. The Tenant agrees that if during the tenancy they cease to be granted an exemption from paying council tax, by the council, then they will immediately become responsible for the council tax in full.

If the council tax is not paid either directly to the Council or to the Landlord then the Tenant agrees that the Landlord will deduct the relevant amount from the Tenant's deposit at the end of tenancy. If this amount is greater than the deposit amount held the Tenant agrees to pay the balance in full directly at the expiry of the tenancy.

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25 Rights of Access

- 25.1 The Tenant shall allow the Landlord, the landlords employees agents or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or any adjoining property or to carry out maintenance of the appliances or for any purpose connected with the interest of the Landlord in the Property or their disposal, change or demise with or without any prospective tenants or purchasers. The Landlord will carry out regular quarterly inspections or if a Westend Investments or Ambury Bath Ltd Property, every month on or close to the last Wednesday of the month. The Landlord shall normally give reasonable notice to enter the property and will endeavour to give 24 hours' notice but cannot guarantee to do so at all times. In the event of an emergency the Tenant should always allow immediate access. For the avoidance of doubt email, post or text message are considered to be acceptable notice by the landlord or agent.

26 Property Left Unattended

- a. Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period in excess of 21 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather by heating the property to a minimum level to prevent the aforementioned freezing of pipes and subsequent damage.

27 Moving Out

- a. At the end of the Tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys, including post box and window keys, of the Property and any laundry cards or key fobs supplied and remove all furniture owned by the Tenant, personal effects and rubbish and return the property and the Landlord's fixtures and fittings in the same clean and undamaged condition as the property was handed to the tenant at the start of the tenancy, fair wear and tear excepted.

28 Inventory Check, check out, Cleaning and Return of Deposit

- a. At the end of the tenancy, the Landlord (or someone acting on behalf of the landlord) shall perform such checks as are necessary as to the condition of the Property and the Landlord's fixtures, fittings and effects in the Property and/or as stated in the inventory. An appropriate deduction shall be made from the Deposit by the Landlord where he determines that any part in or about the Property and/or any of the fixtures, fittings and effects

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require repair, replacing, cleaning or making good where such loss or damage has been caused during the Term of the tenancy

- b. At the end of the tenancy if the Tenants do not return the property cleaned to a professional standard the Landlord is permitted to recover any associated costs with returning the property to its original condition.
- c. The cost of such cleaning to return the property to the same condition and state of repair as at the start of the tenancy, shall be recovered by the landlord.
- d. If after the expiration or sooner determination of the Term any property of the Tenant or any other third party remains in or on the Property and the Tenant fails to remove the same within 3 days after the Landlord requests the Tenant to do so, then the Landlord may dispose of the said property as he sees fit. In such an event, the Landlord may make a reasonable deduction for any costs and charges he incurs.
- e. The deposit or the balance of the deposit, taking into account the matters above, shall be returned to the Tenant within 30 days of the end of the tenancy providing no deductions are made.

29.2 The landlord is permitted to recover costs arising from any breach of the Tenancy Agreement by the Tenant including costs in or incidental to the recovery from the Tenant of any rent arrears or the service of any notice relating to any breach by the Tenant of any of his/her obligations.

29 Notices

- a. Any notice required to be served under this Agreement shall be sufficiently served if sent by first class recorded delivery post, in the case of the Tenant to the address of the Property specified above, or in the case of the Landlord to J Aland Lettings office

30.2 This clause shall constitute Notice to the Tenant (and the Tenant acknowledges

The Landlord hereby gives the Tenant notice that possession of the Premises might be recovered on Ground 2 of Schedule 2 to the Housing Act 1988 that the property is subject to a mortgage and that the mortgagee is able to recover possession of the property on one months' notice on the following basis; The dwelling house is subject to a mortgage granted before the beginning of the tenancy and

(a) The mortgagee is entitled to exercise power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and

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- (b) The mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
- (c) Either notice was given to the tenant that possession might be recovered on this ground or the court is satisfied that it is just and equitable to dispense with the requirement of notice; and
- (d) For the purposes of this ground a "mortgage" includes a charge and "mortgagee" shall be construed accordingly

30 Non-smoking

- a. Smoking is not permitted within the property. The Tenant agrees that neither they nor their guests will smoke tobacco or any other substance either inside the property or directly outside the property. This includes not smoking leaning out of windows, hatches or using fire escapes or fire doors. If there is evidence either during or at the end of the tenancy that The Tenant or their guests have smoked within the property The Landlord reserves the right to recover associated costs for cleaning of all carpets, all hard and soft furnishings, redecoration of all areas that have been affected by tobacco or other smoke. If there are any cigarette burns in the carpets or hard or soft furnishings the landlord is permitted to recover costs to replace such items.

31 Renewal

If at the end of the fixed period tenants wish to renew their tenancy and remain at the property for a further 12-month period. Renewal will be strictly at the Landlords or their Agent's discretion.

J Aland Lettings, 77 Lower Bristol Road, Bath, BA2 3BG

The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this Agreement and in conjunction with the signed terms and conditions.

SIGNED by the Landlord/on behalf of the Landlord:

Signed by:

Print Name:

Date:

Initials _____

SIGNED by the Tenants:

Signature of:

Print Name:

Address:

Date:

Signature of

Print Name:

Address:

Date:

Initials _____